



# City of Norfolk

## Invitation For Bids

### IFB 4738-0-2015/MD – SECURITY SYSTEM UPGRADE – MACARTHUR MEMORIAL

Issued: December 3, 2015

The City of Norfolk (the “City”) Department of Cultural Affairs (“DCFAE”) is seeking a responsive and responsible Bidder to furnish all labor, materials, equipment, installation services, technical support, administrator and operator training, documentation, and an extended warranty/maintenance program for a turn-key operation to upgrade the security system located in the MacArthur Memorial, 198 Bank Street, Norfolk, Virginia in accordance with the terms and conditions of this solicitation.

**Pre-Bid Conference:** Date/Time: December 11 @ 11:00 AM

Location: MacArthur Memorial  
Visitor Center Front Desk  
198 Bank St.  
Norfolk, VA 23510

**Bid Opening Date and Time:** December 21, 2015 @ 2:00 PM, EST

**ACKNOWLEDGE RECEIPT OF ADDENDUM(S):** #1\_\_\_\_ #2\_\_\_\_ #3\_\_\_\_ #4\_\_\_\_ (Please Initial)

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION, IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND REQUIREMENTS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN BID REJECTION.

|   |  |
|---|--|
| Bidder Legal Name:                            |  |
| Virginia State Corporation Commission Number: |  |
| Bidder Contact Name:                          |  |
| Bidder Contact E-mail Address:                |  |
| Bidder Contact Telephone Number:              |  |
| Authorized Agent Signature:                   |  |
| Authorized Agent Name (Printed):              |  |
| Authorized Agent Contact E-mail:              |  |
| Authorized Agent Contact Phone:               |  |
| Date:   |  |

I HEREBY CERTIFY THAT MY BID IS IN FULL COMPLIANCE WITH THIS SOLICITATION AND ALL THE TERMS AND CONDITIONS IMPOSED HEREIN AND AGREE TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION, ACCORDINGLY. AS THE UNDERSIGNED REPRESENTATIVE FOR THE BIDDER, I ALSO CERTIFY THAT I AM AN AGENT AUTHORIZED TO BIND MY COMPANY TO THIS BID AND UNDERSTAND THAT FAILURE TO SIGN THIS BID MAY RESULT IN OUR BID BEING REJECTED.

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## **SECTION I – PURPOSE AND BACKGROUND**

### **A. OBJECTIVE:**

The objective to be met through the award of this Invitation For Bid (IFB) is to enter into a contract with the selected Bidder to furnish, install and maintain an upgraded security system at the MacArthur Memorial.

The bid specification is for a completed turn-key project. Due to the nature of the services provided at this location, it is essential that this project be scheduled so as to minimize disruption to the MacArthur Memorial's functions.

All qualified bidders are invited to respond to this Invitation for Bid by submitting a bid consistent with the terms, conditions, and specifications stated herein by submitting a response to this Invitation for Bid.

### **B. BACKGROUND:**

The security system in the Memorial Building and the Jean MacArthur Research Center was installed in 1988. The system is becoming obsolete and has passed its useful service life. The equipment can no longer be serviced and must be upgraded to a new system.

## SECTION II – SCOPE OF SERVICE

The successful bidder shall satisfy the following requirements and shall include documentation with their bid demonstrating satisfaction of the same:

**A. PLAN DESIGN:**

DCFAE is seeking removal and disposal of the old security system, upgrade of the existing security system, and an extended warranty/maintenance program for the equipment beyond the initial warranty period.

This project will be bid by the lowest total cost. Bids will be compared on the basis of a total computed price; arrived at by taking the sum of the cost for the materials, equipment, removal and disposal of old the alarm system, installation of the new alarm system, and extended warranty. The lowest total cost will be determined by totaling all line items on tab 2 of the Bid Form. Please see **Attachment G – Bid Form** to submit bid pricing.

**B. SERVICES:**

The bidder shall describe in detail in the bid response, the bidder's procedure for removal and disposal of the current security system, installation of the new security system, and timeline (including labor hours needed) for completion.

1. Site visits shall be scheduled with the City Project Officer after award.
2. Any furniture moves shall be minimal and DCFAE staff will assist the awarded bidder as needed.
3. The awarded bidder shall be responsible for but not limited to the following in each phase of the project:
  - a. Upgrade all of the existing security system equipment, including but not limited to touch panels, strobes, motion detectors, supervised dialers, smoke detectors, fire and burglary alarm control panels, day/night- indoor/outdoor cameras, camera mounts, monitors, plug and play recorders, and all new wiring for the entire system in the following MacArthur Memorial buildings:
    - Jean MacArthur Research Center (JMRC)
    - MacArthur Memorial
  - b. The awarded bidder shall present a certificate of insurance and have all necessary permits prior to a notice to proceed letter being issued by the City Project Officer.
  - c. Installation shall be started based on availability of the facility and completed between 01/04/2016 and 02/04/2016 for the MacArthur Memorial and the Jean MacArthur Research Center.
4. Bidder(s) shall have a staffed office with emergency service available for equipment repair during normal business hours, Monday through Friday, 8:00 AM- 5:00 PM Eastern Time.

5. Emergency services for equipment repair performed by the selected bidder, on weekends and after normal business hours, Monday through Friday, must be approved by the Project Officer.
6. The selected bidder shall respond to on-site warranty service and/or request within a four (4) hour time period during the City of Norfolk's "normal business hours" of operation. If equipment cannot be repaired with twenty-four (24) hours after notification, loaner equipment shall be provided to the City by the Contractor, at no cost to the City, until repairs are made.

**C. MATERIALS:**

1. Bidder(s) shall make certain that all equipment, hardware, software, etc., are included in their bid response to guarantee a fully functional integration solution. All of the elements may not appear in the specifications.
2. Bidder(s) shall provide with their bid, current printed specifications for proposed equipment.
3. Bidder(s) shall provide a detailed list of materials needed; shipment cost; and other cost to DCFAE for this project.
4. The selected bidder shall only provide new parts with applicable factory warranties for the security system upgrade and when replacement or repairs are to be made. All substitutions concerning equipment or material must be approved in advance by the Project Officer.
5. The delivery of all materials shall be F.O.B. Destination.
6. All equipment, parts, and workmanship shall be covered under warranty for a period not less than one (1) year. The warranty period shall begin upon completion of the delivery and installation of the new equipment. The City Project Officer will issue a letter of final completion to the successful Bidder, which shall denote the start of the warranty period.

**D. EXTENDED WARRANTY/MAINTENANCE PROGRAM:**

Bidders shall furnish with their bid response, information regarding the type of on-site extended warranty and preventative maintenance program (after the warranty period), that is available for the equipment offered. The City reserves the right to accept or reject this option as it deems to be in the best interest of the City

The extended warranty/maintenance shall include the following:

1. A minimum of 5 years post warranty work on the system to include the cost of parts and labor for any on-site repairs/preventative maintenance.
2. Full replacement of equipment upon failure at no cost to the City.
3. Provide for monthly system inspections.

4. The bidder shall provide with their response, annual cost, a copy of the agreement, how often preventative maintenance is performed per year, how many years of extended warranty maintenance shall be made available to the City, along with company name, contact person, and telephone number.

**E. WORK SCHEDULING:**

The selected bidder shall submit a work schedule to the City Project Officer at least seven (7) business days prior to work start date.

**F. ONSITE MANAGEMENT:**

The selected bidder shall:

1. Have a Project Manager assigned full-time to DCFAE, working with the City Project Officer on availability of space and time, overseeing the removal and disposal of the old security system and the installation of the new security system.
2. Oversee and maintain responsibility for all contract, sub-contract and other employees with respect to following security procedures.
3. Identify to the City Project Officer, site representatives, the name of their work site supervisor for this project, and the means by which to contact this individual. The work site supervisor shall be required to attend any and all on-site pre-project meetings. These meetings shall be held to ensure that scheduling, material(s), and equipment are readily available to complete the project within the specified timeframe.
4. Perform in a neat and professional manner that reflects quality workmanship in accordance with standard trade practices and safety procedures.
5. Maintain a clean work site. At the completion of each day's work, all debris and trash shall be removed from the work site. Material removal/disposal shall be at no cost to the City. Selected Bidder shall not use any City trash containers for disposing of debris of any kind.
6. Furnish all signs, cones, barricades, tape or other barriers as necessary at the work site to protect people from harm or injury.
7. Take every precaution at all times for the protection of persons and property, including City and City employee's personal property if in the work area. Selected Bidder shall--at all times--enforce strict discipline and good order among the workers on the project and shall not employ any unfit person or anyone not skilled in the work assigned to him/her.

**G. TRAINING:**

Upon completion of the project, the awarded bidder shall provide on-site training to the Project Officer that shall be for a minimum of one (1) hour. This training shall provide construction details, including wiring pathways and connections, splice locations, operational issues, and on machine diagnostics. Codes and passwords for the equipment shall be recorded.



**H. ONSITE PARKING:**

The City will identify parking locations at the site so the awarded bidder will be allowed to park work vehicles that carry tools, materials, etc. during the scheduled work time only. The awarded bidder shall protect existing sidewalks foliage, structures and other amenities (to include but not limited to covers under vehicle engine areas). It shall be the responsibility of the awarded bidder to utilize other parking means for non-essential vehicles.

## SECTION III - INSTRUCTIONS TO THE BIDDER

### A. ISSUING OFFICE

City of Norfolk  
Office of the Purchasing Agent  
Attn: Michele Disney, Buyer I  
232 E. Main Street, Suite 250  
Norfolk, VA 23510  
Telephone: (757) 664-4024  
Fax: (757) 664-4018  
[michele.disney@norfolk.gov](mailto:michele.disney@norfolk.gov)

### B. CITY PROJECT OFFICER

MacArthur Memorial  
198 Bank St  
Norfolk, VA 23510

### C. IFB SCHEDULE

| Event                  | Date                         |
|------------------------|------------------------------|
| IFB Issued             | December 3, 2015             |
| Pre-bid conference     | December 11, 2015 @ 11:00 AM |
| Question 1 Deadline    | December 14, 2015 @ 5:00 PM  |
| Amendment 1 posted     | December 15, 2015            |
| Question 2 Deadline    | December 17, 2015 @ 5:00 PM  |
| Amendment 2 posted     | December 18, 2015            |
| IFB Due                | December 21, 2015 @ 2:00 PM  |
| Intent to Award posted | December 22, 2015            |
| Contract Start         | January 4, 2016              |

### D. CONTACT WITH CITY STAFF, REPRESENTATIVES, AND/OR AGENTS:

Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this IFB or any subject related to this IFB is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent.

### E. BIDDERS OF RECORD:

Bidders receiving a copy of this IFB from a source other than the Issuing Office via [www.DemandStar.com](http://www.DemandStar.com) must contact the Issuing Office and provide Bidder's name, address, contact person, telephone and fax number, and the IFB Item Number. Bidder will be added to the DemandStar Planholders' list and will receive notification of any addenda to the IFB.

**F. QUESTIONS, CHANGES, MODIFICATIONS AND ADDENDA:**

All questions relating to this solicitation shall be submitted via e-mail to Michele Disney in the Office of the Purchasing Agent, at [michele.disney@norfolk.gov](mailto:michele.disney@norfolk.gov). For a question to be considered, the subject line of the e-mail must state the following: **IFB No. 4738 Questions**. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting City staff other than the Office of the Purchasing Agent.

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal Addenda only. Bidders are cautioned that any written, electronic, or oral representations made by any City representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

**No questions will be considered if they are submitted after December 14, 2015 at 5:00 PM. Only questions related to the answers provided in Addendum 1 will be addressed in Addendum 2. Questions related to Addendum 1 question responses must be submitted by December 17, 2015 at 5:00 pm to be considered for Addendum 2.**

**G. IFB OPENING:**

Bidder shall ensure its Bid is time stamped by the Issuing Office no later than the Opening Date and Time shown on the cover page of this IFB. Bids received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Bidder unopened. Bids shall be delivered to:

**Office of the Purchasing Agent  
232 E. Main Street, Suite 250  
Norfolk, Virginia 23510  
IFB 4738-0-2015/MD – MACARTHUR MEMORIAL SECURITY SYSTEM**

**H. BID SUBMITTAL REQUIREMENTS:**

Each Bid shall be submitted to the Issuing Office and shall include the following documents:

The completed cover page of this IFB, which will contain:

1. Original signature of an agent authorized to bind the company;
2. Requested contact information; and,
3. Acknowledgment of any Addendum on page one (1);
4. Attachments A – G
5. Business Organization and Credentials:
  - a. Business References: Provide name of facility, contact person and phone number for a minimum of three (3) facilities where security system installations have been done in facilities open to the public, museum setup, historical buildings, etc.

- b. Bidder(s) shall be licensed by the Commonwealth of Virginia, as either Class A or Class B contractor. A copy of the contractor's license shall be provided with bidder's response.
  - c. Bidder(s) shall provide a copy of their business license demonstrating necessary qualifications to perform the services herein as required by the Commonwealth of Virginia and the City of Norfolk.
- 6. Bidders are encouraged to submit their Bids on recycled paper and to use double-sided copying.
- 7. Bids shall be submitted utilizing the following requirement:  
Bidders shall submit bids in a sealed envelope or package, and clearly label the shipping/mailling packaging as well as the outside of your envelope or package with the IFB number, date and time of the IFB Opening, and the Bidder's name and address. Bids received by telephone, facsimile, or any other means of electronic transfer shall not be accepted.

**I. METHOD OF AWARD:**

The award of a contract shall be at the sole discretion of the City. Award will be made to the **lowest bidder that is responsive and responsible** that complies with all of the provisions of the IFB, provided that the amount does not exceed the funds available to finance the contract. In the event that a responsive bid from the lowest responsible bidder exceeds available funds, the Office of the Purchasing Agent may negotiate the amount of the bid with the apparent low bidder to obtain a contract price within available funds.

The City reserves the right to accept or reject any or all bids in whole or in part and to waive informalities. Bidders will submit bids, in accordance with the IFB requirements and maintain compliance with all federal, state and local laws and regulations. The contents of the bid of the selected Bidder will be incorporated and made a part of any City contractual obligation when the award is made.

This project will be bid by the lowest total cost. Bids will be compared on the basis of a total computed price; arrived at by taking the sum of the cost for the materials, equipment, removal and disposal of old the alarm system, installation of the new alarm system, and extended warranty. The lowest total cost will be determined by totaling all line items on tab 2 of the Bid Form. Please see **Attachment G – Bid Form** to submit bid pricing.

Discrepancies between the multiplication of unit prices and extended prices will be resolved in the favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of words.

**J. EXCEPTIONS**

Bidders taking exception to any part or section or term of this solicitation, including, by way of illustration and not limitation, the Agreement Work and any attachments or references hereto or thereto, shall indicate such exceptions on the Bid Form. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the solicitation as written. However, conditional

or qualified bids with such exceptions, unless specifically allowed in this solicitation, are subject to rejection in whole or in part as nonresponsive.

**K. NONCONFORMING TERMS AND CONDITIONS**

If a bidder submits with its bid alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection for nonresponsiveness. The City reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid prior to a determination by the City of nonresponsiveness as a result of the submission of nonconforming terms and conditions.

**L. DISPOSITION OF BIDS:**

All materials submitted in response to this IFB will become the property of the City. One (1) copy of each bid shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the bid will become a part of the official file on this matter without obligation on the part of the City except as to the disclosure restrictions contained in Section II, L. "Disclosure."

**M. DISCLOSURE:**

In compliance with the City Code, Section 33.1-9, trade secrets or proprietary information submitted by contractors in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidders must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire bid is proprietary is unacceptable and will not be honored. A statement that costs are to be protected is unacceptable and will be disregarded.

**N. COST INCURRED IN RESPONDING:**

This solicitation does not commit the City to pay any costs incurred in the preparation and submission of bids or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

**O. BRAND NAME "OR EQUAL" SPECIFICATIONS:**

The provisions of Section 33.1-52 City Code apply. If and wherever in this IFB a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase OR AN APPROVED EQUAL is added. However, if a product other than that specified is bid, it is the vendors' responsibility to name such a product within the bid and to prove to the City that said product is equal to that specified. In all instances where an "or equal" or an alternate item is offered, bidders are to include a statement that the item being offered meets the specifications of the requested item. Additionally, bidders shall list all deviations from the listed specifications. Submission of specification sheets, brochures, or published literature describing the item being offered does not fulfill this requirement. Any article which the City in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy or operation, and suitability for the purpose intended, shall be accepted.

**P. ANTI-COLLUSION:**

Collusion or restraint of free competition, direct or indirect, is prohibited. Contractors are required to execute the anti-collusion statement. **See Attachment A.**

**Q. ETHICS IN PUBLIC CONTRACTING:**

The contractor shall familiarize itself with Chapter 33.1, Article VII (Sections 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled “ETHICS IN PUBLIC CONTRACTING,” including the additional statutes set forth in Section 33.1-86 thereof, which are attached. The contractor shall abide by such provisions in submission of its bid and performance of any contract awarded. **See Attachment B.**

**R. NONDISCRIMINATION:**

The contractor agrees that it will adhere to the nondiscrimination requirements set forth in Code of the Norfolk City Section 33.1-53, which will be incorporated into any contract awarded. **See Attachment C.**

**S. DEBARMENT CERTIFICATION:**

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this IFB must be executed and returned with bid documents. **See Attachment D.**

**T. COMPLIANCE WITH FEDERAL IMMIGRATION LAW:**

The bidder shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an “unauthorized alien” shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. **See Attachment E.**

**U. AUTHORITY TO TRANSACT BUSINESS:**

Any bidder organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper full and legal name of the firm or entity and the identification number issued to the bidder by the State Corporation Commission must be written in the space provided on the Bid Form. Any bidder that is not required to be authorized to transact business in Virginia shall include in its bid a statement describing why the bidder is not required to be so authorized. The City may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful bidder to provide such documentation shall be grounds for rejection of the bid or cancellation of the award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: [www.scc.virginia.gov](http://www.scc.virginia.gov). **See Attachment F.**

**V. BIDDER INVESTIGATIONS**

Before submitting a bid, each bidder must make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify

any representations made by City of Norfolk that the bidder will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful bidder.

#### **W. INCOMPLETE DOCUMENTS**

Each bidder is responsible for having determined the accuracy and/or completeness of the solicitation documents upon which it relied in making its bid, and has an affirmative obligation to notify the City of Norfolk Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

If the successful bidder proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the solicitation documents of which it is aware but has not notified the City Purchasing Agent, the bidder hereby agrees to perform any activity described in the missing or incomplete documents at bidder's sole expense and at no additional cost to City.

#### **X. QUALIFICATION OF BIDDERS**

Each bidder may be required, before the award of contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability, and financial resources to comply with the contract and furnish the service, material or goods specified herein in a satisfactory manner. Each bidder may also be required to provide past history and references which will enable the Purchasing Agent to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will result in bid rejection by the City.

#### **Y. ALTERNATE BID**

Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate bid clearly marked "ALTERNATE BID". Alternate bids will be automatically deemed nonresponsive and will not be considered for award. Such bids will, however, be examined prior to awarding the contract contemplated herein and may result in either cancellation of all bids in order to permit rewriting of the solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.

#### **Z. INFORMALITIES**

The City of Norfolk reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a bid insofar as those defects or variations do not affect the price, quality, quantity, or delivery schedule of the services being procured. If insufficient information is submitted for the City to properly evaluate the bid by a bidder; the City reserves the right to require such additional information as it may deem necessary after the bid opening time and date, provided that

the information requested does not change the price, quality, quantity, or delivery schedule for the services being procured.

**AA. CITY OF NORFOLK BUSINESS LICENSES**

The successful bidder must comply with the provisions of Chapter 24 (“Licenses and Taxation”) of the City of Norfolk Code, if applicable. For information on the provisions of that Chapter and its applicability to this Agreement, the Contractor must contact the City of Norfolk Business License Division, Office of the Commissioner of the Revenue, 810 Union Street, City Hall, First Floor, West Wing, Norfolk, Virginia 23510.

**BB. BID WITHDRAWAL PRIOR TO BID OPENING**

No bid can be withdrawn after it is filed with the Office of the Purchasing Agent unless the bidder makes a request in writing to the Purchasing Agent prior to the time set for the opening of bids.

**CC. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING**

After the opening of a bid, a bidder may withdraw its bid from consideration if the price of the bid is substantially lower than other bids due solely to a mistake therein, provided the bid is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. No partial withdrawals of bids will be permitted after the time and date set for the bid opening. The bidder must give notice in writing to the City of Norfolk Purchasing Agent of a claim of right to withdraw a bid and provide all original work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if the City of Norfolk fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

**DD. INTEREST IN MORE THAN ONE BID AND COLLUSION**

Multiple bids received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a Bidder is interested in more than one (1) bid for a solicitation both as a Bidder and as a subcontractor for another Bidder will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

**EE. INSURANCE REQUIREMENTS**

Each bidder must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a bid to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to City may be proposed by the bidder and considered by the City. Written requests for consideration of alternate coverage must be received by the City Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids. If the City denies the request for alternate coverage, the coverage required by the Insurance Requirements



section must be provided. If the City permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of bids. The insurance requirements herein shall neither operate as a limitation of the Bidder's liability to the City nor as a limitation of the Bidder's duty of indemnification, as set forth in this solicitation and any resulting Contract.

Contractor shall maintain during the term of this agreement insurance of the types and in the amounts described below. Unless otherwise specifically approved by the City, general liability and automobile/vehicle liability policies will be written in an "occurrence" ISO form approved for coverage in the Commonwealth of Virginia, The City of Norfolk, Va. and its employees will be included as "Additional Insured" on such policies. All insurance policies affected by this agreement shall be primary and noncontributory to any other insurance or self-insurance maintained by the City. Policy limits may be met via either a singular policy, or in combination with primary and excess, or umbrella, insurance policies. All policies shall provide that the Contractor will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If the Contractor fails to maintain the insurance as set forth in this Agreement, the City shall have the right, but not the obligation, to purchase such insurance at Contractor's expense

**COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)** with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. CGL and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured contract.

**WORKER'S COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY INSURANCE:** The Contractor shall maintain the applicable statutory Workers' Compensation Insurance, and Employer's Liability Insurance with a limit of at least \$500,000 per accident/disease, and policy limit of \$500,000.

**AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE:** The Contractor shall maintain Automobile Liability insurance with a limit of not less than \$ 2 million combined single limit; or, Bodily Injury \$1,000,000 each person, \$2,000,000 accident, and Property Damage \$100,000 each accident. Such insurance shall cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and shall include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists. Coverage shall be written on an approved ISO Form for coverage in the Commonwealth of Virginia.

**INSURANCE POLICIES/CERTIFICATE OF INSURANCE:** CONTRACTOR shall furnish the CITY with two (2) copies of the policies, or a certificate(s) of insurance evidencing policies. The certificate(s) shall specifically indicate that the insurance includes any extensions of coverage. In the event of cancellation of, or material change in, any of the policies, the Contractor shall notify the City within at least 14 days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this agreement. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this Agreement/Contract, the CONTRACTOR shall furnish a certificate of insurance evidencing renewal of such coverage to the CITY within 10 days of the effective date such renewal. All certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this

agreement. Failure of the City, an, or the City's designated agents for this Agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or (2) identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

**SUBCONTRACTOR'S INSURANCE:** The Contractor shall require each of his Sub-Contractors to take out and maintain during the life of the subcontract insurance coverage of the same type and limits required of the Contractor for work performed by the sub-contractor. Each Sub-contractor shall furnish to the Contractor two (2) copies of the policies, or certificates of insurance, evidencing such insurance. The Sub-Contractor shall comply with the same requirements regarding indications of coverage, renewal and submission of policies as is required of the Contractor. The Contractor shall furnish at least one copy the Sub-Contractor's policies/certificate to the City.

**FF. HOLD HARMLESS AGREEMENT:**

The bidder shall indemnify and save harmless the City of Norfolk and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the City and its representative by reason of any act, negligence or omission of the bidder, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of claim or suit.

**GG. NOTICE OF DECISION TO AWARD:**

When the City has made a decision to award a contract, an e-mail with a Notice of Decision to Award will be sent to all Bidders, using the email address provided in the Bid Form.

**HH. SOLICITATION:**

The bidder shall not solicit, entice, hire, or otherwise interfere with the employment relationship of any employees of the City with whom the bidder comes into contact as a result of work under this procurement during the term of any resulting contract and for six (6) months thereafter.

**II. DRUG FREE WORKPLACE:**

The City of Norfolk is a drug-free workplace, and as a condition of continued service on the contract, any contractor personnel assigned to this project may be required to submit to an alcohol/drug test at any time. The bidder acknowledges and certifies that it understands that the following acts by the contractor, its employees or agents performing services on City property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs;
2. Impairment from the use of alcohol or drugs (except the use of drugs for legitimate medical purposes as directed by a physician).

**JJ. GOVERNING LAW AND VENUE:**

This procurement shall be governed by the laws of the Commonwealth of Virginia and the City of Norfolk. Venue shall be in Norfolk, Virginia.

**KK. APPROPRIATION OF FUNDS:**

Compensation pursuant to performance under this Agreement shall be subject to appropriation by the Council of the City of Norfolk. The City shall not incur any obligation or liability under this agreement beyond the funds appropriated for such obligation or liability in any fiscal year in which this agreement is in effect. In the event sufficient funds are not appropriated, budgeted or appropriated to meet the obligations under this agreement, either party may terminate this agreement by thirty days written notice.

## SECTION IV – SPECIAL TERMS AND CONDITIONS

- A. The selected bidder shall keep itself fully informed of all local, state, and federal laws (including without limitation, codes, regulations, safety practices, and permits) which in any manner affect those persons who the selected bidder engages or employs in connection with this project. All work shall be performed in accordance with applicable federal, state, and local safety and health requirements (including OSHA). The selected bidder will be held responsible for any all fines (including, without limitations OSHA) incurred by the contractor due to the negligence of the selected bidder.
- B. All work performed on this project shall be fully guaranteed by the selected bidder against defects in material and workmanship for a period of twelve (12) months following the date of City acceptance. Should the City note any defect, the selected bidder will be notified of such defect or non-conformance. The selected bidder shall be required to correct or replace the defect/deficiency at no cost to the City and shall be subject to all provisions to the same extent as work originally performed. If the selected bidder fails or refuses to replace or correct, the City may have the defect/deficiency corrected or replaced from another source and charge the selected bidder the costs occasioned thereby. Note: Damage as a result of vandalism is exempt from this guarantee.
- C. The City will not be responsible for any of the selected bidder's tools, equipment or materials lost or damaged during the performance of this project.

**PERFORMANCE BOND:** (Not required if cost is under \$100,000.00)

Within ten (10) days of receipt of notice of the City's intent to award, the selected bidder shall furnish at its own expense a performance bond issued by a surety authorized to do business in the Commonwealth of Virginia which is payable to the City in the full amount of the contract and is conditioned upon the good and faithful performance of the contract in strict conformity to the pertinent plans, specifications, and conditions. The City's approval of the bond is required prior to the City's issue of its purchase order.

**PAYMENT BOND:** (Not required if cost is under \$100,000.00)

Within ten (10) days of receipt of notice of the City's intent to award, the selected bidder shall furnish at its own expense a payment bond issued by a surety authorized to do business in the Commonwealth of Virginia which is payable to the City in the full amount of the contract and is conditioned upon the good and faithful performance of the contract in strict conformity to the pertinent plans, specifications, and conditions. The City's approval of the bond is required prior to the City's issue of its purchase order.

## SECTION V – ATTACHMENTS

### ATTACHMENT A – ANTI-COLLUSION STATEMENT

TO ALL BIDDERS: EXECUTE AND RETURN WITH BID DOCUMENTS.

In the preparation and submission of this bid, on behalf of \_\_\_\_\_ (name of Bidder), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq., or the Conspiracy to Rig Bids to Government statutes, Virginia Code Sections 59.1-68.6 through 59.1-68.8.

The undersigned Bidder hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this bid; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this bid.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Company \_\_\_\_\_

## **ATTACHMENT B - ETHICS IN PUBLIC CONTRACTING**

Sec. 33.1-86. Purpose (Virginia Code §2.2-4367).

The provisions of this chapter supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act [Virginia Code Sec. 2.1-347 to Sec. 2.1-358], the Virginia Governmental Frauds Act [Virginia Code Sec. 18.2-498.1 to Sec. 18.2-501], and statutory prohibitions against bribery [Virginia Code Sec. 18.2-438 to Sec. 18.2-450]. The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act. (Ordinance No. 34,573, 2, 8/1/87).

Sec. 33.1-87. Proscribed participation by public employees in procurement transactions (Virginia Code §2.2-4369) (Ord. No. 34,573, 2, 8/1/87).

No public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the city when the employee knows that:

1. The employee is contemporaneously employed by a Bidder or contractor involved in the procurement transaction; or
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a Bidder or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a Bidder or contractor.

Sec. 33.1-88. Solicitation or acceptance of gifts (Virginia Code §2.2-4371).

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a Bidder, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The city may recover the value of anything conveyed in violation of this section.

Sec. 33.1-89. Disclosure of subsequent employment (Virginia Code §2.2-4370).

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any Bidder or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the city unless the employee, or former employee, provides written notification to the city manager prior to commencement of employment by that Bidder, PPEs or contractor.

Sec. 33.1-90. Gifts by Bidders, contractors, or subcontractors (Virginia Code §2.2-4371).

No Bidder, contractor, or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is exchanged.

Sec. 33.1-91. Kickbacks (Virginia Code §2.2-4372).

1. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

2. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.

3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

4. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Sec. 33.1-92. Purchase of building materials, supplies or equipment from architect or engineer prohibited (Virginia Code §2.2-4374).

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the city shall be sold by or purchased from any person employed as an independent contractor by the city to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

Sec. 33.1-93. Penalty for violation (Virginia Code §2.2-4377).

Willful violation of any provision of this article shall constitute a class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

Initial:\_\_\_\_\_

**ATTACHMENT C - NONDISCRIMINATION**

Sec. 33.1-53. Employment discrimination by contractor prohibited (Virginia Code §2.2-4311)

Every contract over \$10,000 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Bidder.

Initial: \_\_\_\_\_



**ATTACHMENT D - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

**I. CERTIFICATION.**

The Bidder certifies, to the best of its knowledge and belief, that—

(i) The Bidder and/or any of its Principals—

(A) Are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have \_\_\_ have not \_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Bidder has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

**II. INSTRUCTIONS.**

a. The Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder’s responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. **NOTICE.** This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Name\_\_\_\_\_

Signature\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

Company\_\_\_\_\_

## **ATTACHMENT E - COMPLIANCE WITH FEDERAL IMMIGRATION LAW**

### **I. CERTIFICATION.**

The Bidder certifies, to the best of its knowledge and belief, that -

The Bidder and/or any of its Principals at all times during which any term of this Agreement is in effect, (Please fill in with your enterprise's complete name)

\_\_\_\_\_ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

### **II. INSTRUCTIONS.**

a. The Bidder/Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder's/Bidder's responsibility. Failure of the Bidder/Bidder to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder/Bidder non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

### **III. NOTICE.**

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Name \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Company \_\_\_\_\_

**ATTACHMENT F - COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH**

**I. CERTIFICATION.**

A. The Bidder/Bidder (Please fill in with your enterprise's complete name)

\_\_\_\_\_certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to Bidder/Vender by the State Corporation Commission:

\_\_\_\_\_

B. Bidder/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

\_\_\_\_\_  
\_\_\_\_\_

**II. INSTRUCTIONS.**

a. The Bidder/Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder's/Bidder's responsibility. Failure of the Bidder/Bidder to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder/Bidder non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Name \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Company \_\_\_\_\_

**ATTACHMENT G – BID FORM**

The Bid Form is included as a separate Microsoft Excel document. All bidders shall submit pricing in a completed and printed Excel format. Deviations or modifications to the Bid Form will NOT be waived as an irregularities and the bid will be deemed non-responsive. Bidders shall use the formulas provided in the Excel document and only submit prices as requested.

**ATTACHMENT H – SITE PLAN**

Site Plans are included as a separate PDF document.